

PX 290

July 21, 2014

This Letter of Intent is made and entered into by and between XRP II, a South Carolina LLC ("**XRP II**"), and [REDACTED] "**Company**" to establish general terms governing commissions offered by XRP II in consideration for the purchase and/or resale of Ripple Currency ("**XRP**") and for adherence to certain restrictions upon the resale of XRP.

This Letter, along with any subsequent sales orders and exhibits thereto, will govern the purchase and sale of any Purchased Ripple Currency. XRP II will not be bound by, and specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement that is submitted by Company in any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless XRP II specifically agrees to such provision in a written instrument signed by XRP II. XRP II's acceptance of any order by Company is expressly conditioned on Company's acceptance of the terms of this Agreement.

The Company will receive, on a monthly basis, a commission of [REDACTED] on their total monthly purchases of XRP from XRP II, payable in USD no later than 15 days after the end of the month. In consideration for this, the Company agrees to the following conditions:

- The price at which the Company may purchase XRP from XRP II will be set at the market price on the most active USD and XRP exchange at the time of order (the "Market Price").
- The Company agrees that any sales of the Purchased Ripple Currency to third parties will be priced at or above the market price on the most active USD and XRP exchange at the time of sale.
- The Company agrees that any sales of the Purchased Ripple Currency to third parties will be priced at or below [REDACTED] of the market price on the most active USD and XRP exchange at the time of sale.
- The Company agrees to maintain and allow access to sales records to enable XRP II to periodically verify compliance with the above agreed sales price bounds, covering the cost of such review and refunding any commissions received in the event that sales within the review period were not compliant with the above conditions.

At the option of the Company, all repayments of this advance may be deferred up to one year from the advance date so long as the Company meets the following conditions:

- Payment for all purchases in the month are made in a timely fashion, in accordance with the terms of individual Sales Orders

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, XRP II and Company agree to all the terms of this Agreement.

The Parties have executed this Agreement as of the Effective Date.

<p>XRP II</p> <p>By: [REDACTED]</p> <p>Name: [REDACTED]</p> <p>Title: Manager</p>	<p>[REDACTED]</p> <p>Title: CEO</p>
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